

RECORDATION NO. **18796** FILED 1425

MAY 4 1994 -12 20 AM

INTERSTATE COMMERCE COMMISSION

0100211049

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

May 4, 1994

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Third Amended and Restated Revolving Loan Agreement, dated April 25, 1994, a primary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed document are:

Debtor: Herzog Contracting Corporation
600 S. Riverside
St. Joseph, Missouri 64502

Secured Party: The CIT Group/Equipment Financing, Inc.
2110 Walnut Hill Lane
Irving, Texas 75038

A description of the equipment covered by the enclosed document is attached thereto as Schedule A.

Also enclosed is a check in the amount of \$18.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

Enclosures

RECEIVED
OFFICE OF THE
SECRETARY
MAY 4 12:14 PM '94
LICENSING BRANCH

E. Alvord

Counterparts

THIS AGREEMENT AMENDS, SUPERSEDES AND REPLACES THE REVOLVING LOAN AGREEMENT BETWEEN THE PARTIES DATED APRIL 23, 1993 AND IS GIVEN IN SUBSTITUTION FOR AND NOT IN PAYMENT THEREOF.

THIRD AMENDED AND RESTATED
Revolving Loan Agreement

REGISTRATION NO. 18796 FILED 1425

MAY 4 1994 - 12 20 AM

INTERSTATE COMMERCE COMMISSION

AGREEMENT between the undersigned (the "Company") and The CIT Group/Equipment Financing, Inc. ("CIT").

1. Loans.

CIT agrees, subject to the terms of this Agreement, to make loans to the Company (the "Loans") from time to time from the date hereof to and including May 30, 1995 (the "Termination Date"), up to but not exceeding, in the aggregate principal amount, at any one time outstanding, the sum of \$ 15,000,000.00 (the "Line of Credit"). Except for the initial Loan made hereunder, each Loan shall be in the minimum amount of \$100,000.00 or a multiple thereof. All Loans made hereunder will be repayable at CIT's address set forth herein or at such other address as CIT may from time to time direct.

2. Condition Precedent to all Loans.

CIT shall not be obligated to make any Loan under this Agreement if, at the time of the making of the proposed Loan:

- (a) an Event of Default, as defined in Section 13, has occurred and is continuing;
- (b) the aggregate principal amount of Loans outstanding exceeds the Available Line of Credit as defined in Section 7.1; or
- (c) there has been a material adverse change in the Company's financial condition from that shown in the Company's financial statement dated October 31, 1993.

3. Loan Account; Monthly Statements.

All Loans will be charged, and payments received on account of such Loans credited, to an account maintained in the Company's name on CIT's books (the "Loan Account"). Each month CIT will render to the Company a statement of the Loan Account which shall constitute an account stated and shall be deemed to be correct, accepted by and binding upon the Company unless CIT shall receive a written statement of exceptions from the Company within 30 days after such statement has been rendered to the Company. In the event CIT should so request, the Company agrees to execute and deliver to CIT such promissory notes of the Company as CIT shall request in order to evidence the Loans, but unless and until CIT should so request, the Loan Account and the monthly statements thereof rendered by CIT to the Company shall constitute the primary evidence of the Loans.

4. Repayment of Loans.

4.1 At any time prior to Termination Date, the Company may make payments to CIT on account of the Loans, provided that the Company may not make any payment which results in the outstanding principal amount owing under the Loan Account to be less than \$ -0-. All such payments may, at CIT's option, be applied first to the payment of accrued interest and then to principal.

4.2 The Company promises to pay the outstanding principal amount owing under the Loan Account as of the Termination Date in 36 equal successive monthly installments, commencing on June 30, 1995, and on a like date of each month thereafter until such amount has been paid in full, provided, however, that the final installment shall be in the amount of the then unpaid principal amount.

4.3 At any time on or after the Termination Date, the Company may pay the then outstanding principal amount owing on the Loan Account in whole or in part, without penalty, provided that interest accrued to the date of such payment is paid with such payment. Each such partial principal payment shall be in an amount equal to the amount of a monthly installment determined under Section 4.2 or a multiple thereof. All such partial principal payments shall be applied to the monthly installments due under Section 4.2 in the inverse order of their maturities.

5. Interest.

All Loans shall bear interest payable monthly at a rate per annum equal to the "governing rate" plus * % on the average daily unpaid balance of principal outstanding on all such Loans during the month, but in no event greater than the highest rate permitted by applicable law, even if this Agreement shall state a minimum rate of interest. Interest shall be payable within 5 business days after the Company's receipt of CIT's interest statement. *See Rider "A" attached hereto.

"Governing rate" shall mean a rate equal to the highest of (i) the Prime Rate of Chemical Bank or (ii) "The Wall Street Journal Prime Rate" or (iii) the commercial paper rate in effect from time to time. Interest shall be computed on the basis of a year of 360 days. The Prime Rate of Chemical Bank shall mean the rate of interest publicly announced by Chemical Bank in New York from time to time as its Prime Rate. The Prime Rate of Chemical Bank is not intended to be the lowest rate of interest charged by Chemical Bank to its borrowers. "The Wall Street Journal Prime Rate" shall mean the Prime Rate listed by the Wall Street Journal. If more than one Prime Rate is listed in the Wall Street Journal, then the highest rate shall apply. "Commercial paper rate" shall mean the average rate quoted by the Wall Street Journal or such other source as Secured Party may determine for 30-day dealer commercial paper.

The Governing Rate on the date of this Agreement is 6.75 % per annum.

6. Grant of Security Interest; Collateral.

6.1 As security for the payment of all Loans at any time made by CIT to the Company pursuant to this Agreement and any extensions, renewals or amendments thereof and the payment and performance of all other obligations and indebtedness of the Company to CIT of every kind, nature and description, direct or indirect, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, including, but not limited to, any obligations and indebtedness of the Company which CIT has acquired or may in the future acquire by way of purchase, assignment or otherwise (all of which are hereinafter referred to collectively as the "Obligations"), the Company grants to CIT a security interest in the property described in Schedule A attached hereto and in any amendments or additions to such Schedule A, together with all present and future attachments and accessories thereto and replacements and proceeds thereof including amounts payable under any insurance policy (all of which are hereinafter referred to collectively as the "Collateral").

6. Grant of Security Interest; Collateral (Continued)

6.2 The Obligations shall also be secured by any property in which the Company may have granted, or may in the future grant, a security interest to CIT pursuant to any other agreement, including, but not limited to, any such agreement which CIT acquires by way of purchase, assignment or otherwise.

7. Available Line of Credit.

7.1 The maximum principal amount of Loans that may, from time to time, be outstanding under this Agreement, and which in no event shall exceed the Line of Credit, is hereinafter referred to as the "Available Line of Credit."

7.2 The Available Line of Credit, at any time and from time to time, shall be an amount equal to 84.238 % of the then aggregate appraised value of the Collateral described in Schedule A.

7.3 The aggregate appraised value of the Collateral described in Schedule A, as of the date hereof, is
\$ 17,806,700 and the Available Line of Credit as of the date hereof is \$ 15,000,000.

7.4 The fair and correct appraised value of each item of Collateral shall be deemed to be the amount set forth opposite each such item in Schedule A.

7.5 The Company may, from time to time, up to and including the Termination Date add additional items of Collateral to Schedule A, provided that each such item of Collateral must be acceptable to CIT in all respects. The appraised value of any such item of new Collateral shall be the cash price (exclusive of taxes and charges) paid by the Company for such equipment and the appraised value of any such item of used Collateral shall be mutually agreed upon between the Company and CIT.

7.6 The appraised value of each item of Collateral shall be deemed to depreciate at the rate of 1.67% of the original appraised value of such item per month, effective the first day of each month, commencing May 1, 19 94, or, in the event that Schedule A is subsequently amended to add other Collateral, commencing on the first day of the month following the month in which such Collateral was added to Schedule A.

7.7 Any Collateral which is subsequently sold or otherwise disposed of, lost or destroyed, or which in the opinion of CIT has for any other reason lost all collateral value, shall be deemed to have an appraised value of zero.

7.8 Notwithstanding anything to the contrary contained in Section 4.2, if at any time the aggregate principal amount of all Loans outstanding exceeds the Available Line of Credit then in effect, the Company will, within 10 days after CIT's request therefor, either:

- (a) add such additional Collateral to Schedule A to increase the Available Line of Credit to an amount equal to the aggregate principal amount of all loans then outstanding; or
- (b) pay CIT such amount so that the amount of the Loans outstanding does not exceed the Available Line of Credit.

8. Location of Collateral.

The Company and CIT agree that regardless of the manner of affixation, the Collateral shall remain personal property and not become part of any real estate. The Company agrees that the Collateral will be kept at the location or locations specified on Schedule A and will notify CIT promptly in writing of any change in the location of the Collateral within a state specified in Schedule A, but will not remove the Collateral from any such state without the prior written consent of CIT.

9. Representations and Warranties.

The Company represents and warrants to CIT that:

- 9.1 except for the security interest granted hereby, the Collateral is and will remain free from all liens, claims, security interests and encumbrances;
- 9.2 no financing statement covering the Collateral or any proceeds thereof is on file in favor of anyone other than CIT, but if such other financing statement is on file, it will be terminated or subordinated in a manner satisfactory to CIT;
- 9.3 all information supplied and statements made by the Company in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Agreement, are and shall be true, correct valid and genuine;
- 9.4 the Company has full authority to enter into and to perform under this Agreement and in so doing, it is not violating it charter or by-laws, any law or regulation or agreement with third parties, and it has taken all such action as may be necessary or appropriate to make this Agreement binding upon it; and
- 9.5 this Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company that is enforceable against it in accordance with the terms hereof, except as such enforcement may be limited by bankruptcy or other similar laws affecting the rights of creditors generally.

10. Company's Agreements.

The Company agrees:

- 10.1 to defend at Company's own cost any action, proceeding, or claim affecting the Collateral;
- 10.2 to pay reasonable attorneys' fees (at least 15% of the then outstanding Loans) and other expenses incurred by CIT in enforcing its rights and remedies under this Agreement;
- 10.3 to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral or this Agreement;
- 10.4 that, if any item of Collateral is a motor vehicle or other property for which a certificate of title is required or permitted by law, Company shall obtain such certificate with respect to the Collateral showing the security interest of CIT thereon and in any event shall do everything necessary or expedient to preserve or perfect the security interest of CIT;

13. Events of Default (Continued)

13.9 a surety, bonding company or guarantor takes over the Company's performance of any job contracted by the Company.

14. Acceleration of Obligations and Remedies.

14.1 Upon the occurrence of an Event of Default, the outstanding balance owing under this Agreement and all other Obligations shall, if CIT shall so elect, become immediately due and payable without notice to or demand upon the Company of any kind and the Loans shall bear interest at the same rate as before maturity until paid in full. In no event shall the Company, upon acceleration of the maturity of the Obligations by CIT, or otherwise, be required to pay any interest in excess of the maximum amount permitted by law. Any acceleration of the Obligations, if elected by CIT, shall be subject to all applicable laws, including laws as to rebates and refunds of unearned charges.

14.2 Upon the occurrence of an Event of Default and at any time thereafter, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after disposition of the Collateral for which deficiency Company hereby agrees to remain fully liable. The Company agrees that CIT, by itself or its agent, may without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or otherwise under the real or apparent control of the Company or any agent of the Company where the Collateral may be or where CIT believes the Collateral may be, and disassemble, render unusable and/or repossess all or any item of the Collateral, and disconnect and separate all Collateral from any other property. The Company expressly waives all further rights to possession of the Collateral after default and all claims for injuries suffered through or loss caused by such entering and/or repossession. CIT may require the Company to assemble the Collateral and return it to CIT at a place to be designated by CIT which is reasonably convenient to both parties. CIT will give the Company reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition of the Collateral is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Company shown herein at least 10 days before the time of the sale or disposition. The proceeds of any such sale or other disposition of the Collateral shall be applied first to the payment of all expenses of retaking, holding, storing and preparing for sale, selling and the like, next to the payment of reasonable attorneys' fees and other legal expenses incurred by CIT in connection with enforcing any of its rights under this Agreement and then to the payment of the Obligations in such order as CIT, in its sole discretion, may elect. All of CIT's rights are cumulative and not alternative.

15. Waiver of Defaults; Agreement Inclusive.

CIT may in its sole discretion waive a default, or cure, at the Company's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this Agreement or any related note, instrument or agreement shall bind CIT unless such changes or modifications shall be in writing signed by CIT. No oral agreement shall be binding on either party.

16. Financing Statements; Certain Expenses.

If permitted by law, the Company authorizes CIT to file financing statement with respect to the Collateral signed only by CIT and to file a carbon, photograph or other reproduction of this Agreement or of a financing statement. At the request of CIT, the Company will execute any financing statements, agreements or documents, in form satisfactory to CIT which CIT may deem necessary or advisable to establish and maintain a perfected security interest in the Collateral, and will pay the cost of filing or recording the same in all public offices deemed necessary or advisable by CIT. The Company also agrees to pay all costs and expenses incurred by CIT in conducting UCC, tax or other lien searches against the Company or the Collateral and such other fees as may be agreed. The Company will reimburse CIT for all out-of-pocket expenses incurred by CIT for any appraisals of equipment and charges made by anyone other than members of CIT's own staff in connection with the processing of the Company's Loan application.

17. Guaranties.

At, or prior to the making of the initial loan hereunder, the Company will furnish or cause to be furnished to CIT, an unconditional guaranty of the payment and performance of the Company's Obligations, in form and substance satisfactory to CIT, from

William E. Herzog, William R. Herzog and Stanley M. Herzog

WILLIAM E. HERZOG ENTERPRISES, INC.

18. Approval of Documentation.

All documentation and other matters relating to the transactions contemplated by this Agreement, including but not limited to the validity and enforceability of the guaranties, the first priority security interest in CIT's favor on the property described in Schedule A, and any releases or subordinations covering such property, shall be satisfactory and acceptable to CIT and its counsel prior to disbursements of any and all Loans hereunder.

19. Late Charges.

Any payment not made when due shall, at the option of CIT, bear late charges thereon calculated at the rate of 1 1/2% per month, but in no event greater than the highest rate permitted by relevant law.

20. Miscellaneous

Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. If the Company is a corporation, the Company represents that this Agreement is executed pursuant to the authority of its Board of Directors. The Company and CIT each hereby waive any right to a trial by jury in any action or proceeding with respect to, in connection with, or arising out of this Agreement, or any note or document delivered pursuant to this Agreement. This agreement shall be binding upon and inure to the benefit of the Company and CIT and their respective successors and assigns, except that the Company may not assign or transfer any of its rights under this Agreement without the prior written consent of CIT. Section headings are included in this Agreement for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

If at any time this transaction would be usurious under applicable law, then regardless of any provision contained in this Agreement or in any other agreement made in connection with this transaction, it is agreed that:

10. Company's Agreements (Continued)

- 10.5 that the Company will not misuse, fail to keep in good repair, secrete, or without the prior written consent of CIT, sell, rent, lend, encumber or transfer any of the Collateral notwithstanding CIT's right to proceeds;
- 10.6 that CIT may, at any reasonable time, enter upon the Company's premises or wherever any of the Collateral may be located, inspect the Collateral and/or the Company's books and records pertaining to the Collateral, and Company shall assist CIT in making such inspection;
- 10.7 that the security interest granted by the Company to CIT shall continue to be effective as long as there are any Obligations owed by the Company to CIT or this Agreement shall remain in effect;
- 10.8 to preserve and maintain its corporate existence and good standing in the jurisdiction of its incorporation, and qualify and remain qualified as a foreign corporation in each jurisdiction in which such qualification is required; and
- 10.9 that it will not change its name or principal place of business nor will it merge or consolidate with any other firm or corporation without CIT's prior written consent.

11. Insurance and Risk of Loss.

All risk of loss, damage to or destruction of the Collateral shall at all times be on the Company. The Company will procure forthwith and maintain at the Company's expense insurance against all risks of loss or physical damage to the Collateral for the full insurable value thereof for the life of this Agreement plus breach of warranty insurance and such other insurance thereon in amounts and against such risks as CIT may specify, and shall promptly deliver each policy to CIT with a standard long-form mortgagee endorsement attached thereto showing loss payable to CIT; and providing CIT with not less than 30 days written notice of cancellation; each policy shall be in form, terms and amount and with insurance carriers satisfactory to CIT; CIT's acceptance of policies in lesser amounts or risks shall not be a waiver of the Company's foregoing obligations. As to CIT's interest in such policy, no act or omission of the Company or any of its officers, agents, employees or representatives shall affect the obligations of the insurer to pay the full amount of any loss.

The Company hereby assigns to CIT any monies which may become payable under any such policy of insurance and irrevocably constitutes and appoints CIT as the Company's attorney in fact (a) to hold each original insurance policy, (b) to make, settle and adjust claims under each policy of insurance, (c) to make claims for any monies which may become payable under such and other insurance on the Collateral including returned or unearned premiums, and (d) to endorse the Company's name on any check draft or other instrument received in payment of claims or returned or unearned premiums under each policy and to apply the funds to the payment of the indebtedness owing to CIT; provided, however, CIT is under no obligation to do any of the foregoing.

Should the Company fail to furnish such insurance policy to CIT, or to maintain such policy in full force, or to pay any premium in whole or in part relating thereto, then CIT, without waiving or releasing any default or obligation by the Company, may (but shall be under no obligation to) obtain and maintain insurance and pay the premium therefor on behalf of the Company and charge the premium to the Company's indebtedness under this Agreement. The full amount of any such premium paid by CIT shall be payable by the Company upon demand, and failure to pay same shall constitute an event of default under this Agreement.

12. Financial Reports.

The Company agrees that, until the Loans have been paid in full, it will furnish CIT:

- (a) ~~within 60 days after the end of each fiscal year of the Company, a balance sheet of the Company as at the end of such fiscal year and statements of profit and loss and surplus, all prepared in accordance with generally accepted principles and practices of accounting consistently applied, and certified by independent certified public accountants selected by the Company and satisfactory to CIT;~~
- (b) ~~within 45 days after the end of each of the first three quarters of each fiscal year of the Company, a balance sheet of the Company as at the end of such quarter and statements of profit and loss and surplus for such period, all prepared in accordance with generally accepted principles and practices of accounting consistently applied and certified by the chief financial officer of the Company; and~~
- (c) from time to time, such further information regarding the business affairs and financial condition of the Company as CIT may reasonably require.

13. Events of Default.

The occurrence of any of the following events shall constitute an "Event of Default":

- 13.1 the Company fails to pay any Obligation when due and payable (whether due at scheduled maturity, required prepayment, acceleration or otherwise);
- 13.2 the Company fails or neglects to perform, keep or observe any term, provision, condition, covenant, representation or warranty contained in this Agreement or in any other present or future agreement between the Company and CIT;
- 13.3 the Company becomes insolvent or ceases to do business as a going concern;
- 13.4 the filing by or against the Company of any petition or complaint or the commencement of any case under any provision of the Federal bankruptcy laws or the Company admits its inability to pay or fails to pay its debts generally as they mature;
- 13.5 the Company makes an assignment for the benefit of creditors, its property is attached or a receiver is appointed for the Company or any other insolvency proceedings are instituted by or against the Company;
- 13.6 whenever CIT, in good faith, believes the prospect of payment or performance is impaired or in good faith believes that the Collateral is not adequate security for the Obligations or in good faith otherwise deems itself to be insecure;
- 13.7 any information furnished by or on behalf of the Company relating to the Collateral or the financial condition or business affairs of the Company is determined by CIT to be false or misleading in any material respect;
- 13.8 any guarantor dies or defaults in the payment or performance of any Obligation to CIT or any guaranty obtained in connection with this Agreement ceases to be in full force and effect; or

- (a) the total of all consideration which constitutes interest under applicable law that is contracted for, charged or received upon this Agreement or any such other agreement shall under no circumstances exceed the maximum rate of interest authorized by applicable law and any excess shall be credited to the Company; and
- (b) if CIT elects to accelerate the maturity of, or if CIT permits the Company to prepay the Indebtedness, any amounts which because of such action would constitute interest may never include more than the maximum rate of interest authorized by applicable law, and any excess interest, if any, provided for in this Agreement or otherwise, shall be credited to the Company automatically as of the date of acceleration or prepayment.

21. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Missouri.

22. Special Provisions.

See Special Provisions Instructions below.

SEE RIDER "A" ATTACHED HERETO AND MADE PART HEREOF FOR SPECIAL PROVISIONS.
RIDER "A" CONSISTS OF ONE PAGE.

I, William E. Herzog certify that I am President of Herzog Contracting Corp., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further certify, under penalty of perjury, that the foregoing is true and correct.

[Signature]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date shown below.

On this 25th day of April, 1994, before me personally appeared William E. Herzog, to me personally known, who, being duly sworn, says that he is the President of Herzog Contracting Corp. Sworn to and subscribed before me this 25th day of April, 1994.

Dated: 4-25, 1994

[Signature]
Notary Public
STATE OF MISSOURI

HERZOG CONTRACTING CORP.

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By *[Signature]* Title *[Signature]*

By *[Signature]* Title *[Signature]*

600 S. Riverside

2110 Walnut

Principal Place of Business

Address

City St. Joseph State MO Zip Code 64502

City Irving State TX Zip Code 75038

SPECIAL PROVISIONS INSTRUCTIONS - The notations to be entered in the Special Provisions section of this document for use in ALABAMA, FLORIDA, GEORGIA, IDAHO, NEW HAMPSHIRE and OREGON are shown in the applicable State pages of the Loans and Motor Vehicles Manual.

RIDER "A"

Attached to and made a part of Third Amended and Restated Revolving Loan Agreement between Herzog Contracting Corp., Debtor, and The CIT Group/ Equipment Financing, Inc., Secured Party.

PARAGRAPH 22. SPECIAL PROVISIONS.

So long as any obligations hereunder remain unpaid, the company shall comply with the following covenants:

- 1) Net worth at fiscal year ending 4/30/94 must be a minimum of \$15,500,000 with annual increases to the tangible net worth of a minimum of 40% of after tax earnings for each succeeding fiscal year-end.
- 2) Maintain at all times a minimum ratio of current assets to current liabilities of 1.20 to 1.0.
- 3) Maintain at all times a total debt (both short term and long term) to net worth ratio not to exceed 4.0 to 1.0.
- 4) Advances to stockholders/officers are not to exceed \$2,500,000.00.
- 5) Dividends payable to stockholders are not to exceed \$ 250,000.00.
- 6) Provide on a semi-annual basis a balance sheet and income statement prepared in accordance with generally accepted accounting principles consistently applied and audited by independent certified public accountants, acceptable to secured party within 90 days after the end of the second quarter and fiscal year.

In addition to the payments of principal, interest and other charges due under this Agreement, the Company agrees to pay to CIT a fee in the amount of \$15,000.00 to compensate CIT for the initiation, processing and handling of this revolving credit loan ("Processing Fee") upon initial funding of this Agreement.

In the event that the average monthly useage computed on an annual basis on the Company's revolving loan is less than \$7,500,000.00, the Company agrees to pay CIT a fee equal to $.0025 \times \$7,500,000$ - average monthly useage on the Company's revolving loan) ("Useage Fee"). The Useage Fee shall be payable on or before the Termination Date. For purposes of illustration, the Useage Fee would be calculated as follows assuming that the average monthly useage computed on an annual basis on the Company is \$3,000,000.00: $.0025 \times (\$7,500,000.00 - \$3,000,000.00) .0025 \times (\$4,500,000.00 = \$11,250.00)$ Useage Fee.

PARAGRAPH 5. INTEREST (continued)

All loans shall bear interest payable monthly at a rate per annum equal to the "Governing Rate" plus the following percentages:

- 1) On the average daily unpaid principal outstanding from \$0.00 to \$13,000,000.00, the interest rate will be equal to the "Governing Rate" plus .50%, and
- 2) On the average daily unpaid principal outstanding from \$13,000,001.00 to \$15,000,000.00, the interest rate will be equal to the "Governing Rate" plus 1.00%.

DATED 4-25, 1994

HERZOG CONTRACTING CORP.

BY [Signature]

TITLE Pres.

SCHEDULE "A"

Schedule "A" attached hereto and made a part of REVOLVING LOAN AGREEMENT between Herzog Contracting Corp., DEBTOR and The CIT Group/Equipment Financing, Inc., SECURED PARTY dated 4-25, 1994.

EQUIPMENT	Value in Thousand of \$	ITEM #
1 89 Beaver Marquis S/N 46GED0419K1041626	108.0	0199
2 B-G Undercar Unloader S/N 358X122	.9	0283
3 Arrowboard S/N 8591	.3	0661
4 John Deere Tractor S/N 736934 W/Load & Buck	15.0	0872
5 Rhino FLX15 Mower S/N 007408	3.2	0873
6 Geismar Spike Puller S/N 1175 (Model AS-3M)	9.7	1028
7 Komatsu WA5001 WH LD A20890	235.0	1030
8 Polishing Machine S/N BS812	7.0	1109
9 Fuel Tank Farm	9.7	1133
10 J-D Lawn & Gard Trct S/N M00318X113666 W/Deck	5.0	1141
11 Landa Pressure Wash S/N P0591-1749	2.2	1191
12 Land Leveler	10.0	2131
13 CMI Tri-Drum Asph PL 102	1,100.0	0260
14 Cummin KTA2300 Genat S/N 33105785	25.0	0442
15 CMI Tank W/Heater S/N 253	10.0	0521
16 Portable surge Bin Homemade	6.5	0604
17 500 BBL Frac Tank S/N JJD-21-6-81	10.0	0900
18 Etnyre Dist W/780 Model BTHL SN J7436	27.0	1034
19 Dunrite Pre-Gager S/N 308	2.3	0955
20 McCracken Profile RD S/N 111002-10	19.3	1108
21 Weightronics Scale S/N 3075	.5	0117
22 CMI Conveyor S/N 116 Model PC3062	with 607	0243
23 1979 Dolberg Conveyr S/N 34501245079	9.0	0559
24 30"X38" Lattice Conv. Homemade	3.3	1276
25 Lincoln 200AMP WELDR JS 902428	.5	1122
26 Komatsu WA5001 Load S/N A20220	70.0	1006
27 Komatsu 0755-5 Lodr S/N 15386	25.0	1009
28 JCB 1550B Backhoe S/N 345147	12.0	0525
29 Link Belt HC-78A S/N 7DH1386	17.5	0679
30 Nordberg Track Insp S/N 203	1.8	0135
31 Tennant 280 Sweeper	3.0	0724
32 Cat 120G Motor Grdr S/N 87V5369	35.0	0986
33 J-Deere 1772B Grader S/N a510645	45.0	0995
34 Cedarapids Paver S/N 42433	80.0	0922
35 Hyster C625 Roller S/N 8156C2061Z	8.5	0820
36 Cardnl 60TN Scale S/N 48329	5.7	1011
37 T/R 40HSP Compressor S/N A3325	.6	1136
38 Cat 980C Loader S/N 63X5566	77.5	0492
39 Canron Switch Tamper S/N 4371219	20.3	0593
40 Sullair 185Q A/Comp S/N 106683	6.0	1294
41 Gradall G3WD Excav. S/N NP391794	40.1	0837
42 Gradall G3WD Excav. S/N NP402013	37.8	0838
43 Komatsu D85E18 Dozer S/N 29894	31.5	0860
44 Concrete Tie Machine PC-80 S/N 2315	20.3	1385
45 79 Back W/Tie Insert 8990731 Cab #5417635	20.3	0783
46 Cat 916 Loader S/N 2XB01153	27.5	1020
47 Laser Rail Alin Syst 40-1123	6.5	0665
48 Laser Rail Alignment S/N 7621	6.5	0709
49 Simplex Rail Puller S/N RE-005	.8	0220
50 Geismar Prfile Grind S/N 7287	.8	0453
51 Laser Alignment Sys S/N 401093	6.5	0794
52 PT8 Tie Borer S/N 5387	.8	1151
53 Canron Consolidator S/N 4471299	26.7	0518
54 BSR8 Bolting Mach S/N 24398	1.6	0621
55 Permaquip Rail Pullr S/N 15242	4.0	0624
56 Trac-Gopher Underctr S/N 4770107	24.3	0678
57 Case 580C Backhoe S/N 9002907 Dirt	8.1	0787
58 Sullivan 185 Compress S/N 6N211655	4.9	1113
59 Sullair 185 Compress S/N 113-0024	7.9	1114
60 19 Rail Dollies 190 through 208	24.3	1121
61 Bemis Solar Arrowbd S/N 91078302	4.1	1167

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62	Bemis Solar Arrowbd S/N 91078301	4.1	1168
63	Sullair 250Q A/Comp. S/N 106788	10.7	1295
64	91 Ford Water Trk S/N 1FDXK84P2MVA17255	13.5	5025
65	Geismar Profile Grnd S/N 13216	3.6	0803
66	Mark III Tamper S/N 3583639	129.6	0327
67	JCB 1550B Backhoe S/N 325681	8.1	0588
68	Gradall G3WD Excavat S/N 8732233	44.1	0839
69	Geismar Grinder	5.7	0749
70	Komatsu WA250 Loadr S/N A60136	32.4	1014
71	Joy 185 Compressor S/N 200657	.8	1124
72	Geismar Spike Puller S/N 427	.9	0476
73	Racor DD4M Spiker S/N 5156	4.0	0663
74	Geismar Prfil Grindr S/N 8910	.4	0747
75	Geismar Profile Grnd S/N 14007 (Model MP-12C)	4.2	1003
76	T/R 185 Compressor S/N 149561	3.6	1242
77	Mark Estdag Tamper S/N 1087891	24.3	0594
78	Pettbone Speed Swng S/N 2046	8.1	0611
79	Cat 120G Motor Grdr S/N 87V3531	24.8	0752
80	Kershaw Ballast Reg S/N 26-1066	17.0	0759
81	O Bear Saw W/Hyd ADP S/N 268	6.5	0110
82	Teleweld Rail Heater S/N JT01764	9.7	0111
83	Nat'l BD Rail Heater S/N 1724	4.9	0126
84	Kershaw Cribber	6.8	0231
85	BLW-KNX P150 Paver S/N 57-5044	.8	0269
86	Racor Dual Spiker S/N 5153	3.2	0330
87	Racine Anchor Fast S/N AF706	4.0	0332
88	Racor Dual driver S/N 5155	3.2	0430
89	Nordbrg Gaging Mach S/N 308	6.5	0454
90	J-Deere 410B Backhoe S/N 715563	8.1	0477
91	Pettbone Speed Swng S/N 2422	12.0	0481
92	Racine Single Anchor S/N AF708	4.4	0486
93	Racine Single Anchor S/N AF707	4.0	0493
94	Geismar Spike Puller S/N 747	2.1	0615
95	Canron Switch Tamper S/N 4371229	20.2	0648
96	Kershaw Ballast Reg S/N 26-1033	16.2	0649
97	Spike Puller S/N 439	2.9	0673
98	Bomag BWL20AD Roller S/N 123258	12.6	0706
99	Canron Elec Tamper S/N 1075187	89.1	0712
100	BSR8 Bolting Mach S/N 24316	2.1	0744
101	O Bear Saw Chemetron S/N 5422616	4.1	0806
102	Nordberg 85 PWR Jack S/N 2395	.8	0870
103	Fairmont Track Liner S/N 241552	5.3	0871
104	Dresser Hirail Crane S/N 020008V009780	48.5	0911
105	Magnum Concrete Saw S/N 1027860084	6.8	1046
106	Sullivan Compressor S/N 204278	.8	1125
107	Luttig LO-Railer S/N 106-84-3 60D484DOLLY	32.4	1206
108	Case 580C Backhoe S/N 9011023 OTM	8.1	0916
109	89 Gradall W/Hi-Rail S/N 0135260	54.0	0834
110	Cat 426 Back E-Stick S/N 7BC04775	13.5	0536
111	JCB 1550B Backhoe S/N 348718	8.1	0581
112	Cat 42611 Backhoe-ST S/N 07BC04956	34.0	0662
113	JCB 1550B Backhoe S/N 352934	8.1	0670
114	JCB 1550B Backhoe S/N 355390	8.1	0739
115	JCB 1550B Backhoe S/N 342927-7	8.1	0776
116	JCB 1550B Backhoe S/N 334108-7	8.1	0501
117	J-Deere 410B Backhoe S/N 724316	8.1	0533
118	JCB 1550B Backhoe S/N 345553	8.1	0575
119	JCB 1550B Backhoe S/N 347691	8.1	0627
120	JCB 1550B Backhoe S/N 326031	8.1	0628
121	Cat 426 Backhoe S/N 7BC04489	16.2	0729
122	Cat 426 Backhoe S/N 7BC04496	16.2	0756
123	Cat 426 Backhoe S/N 7BC04759	16.2	0544
124	Cat 426 Back E-Stick S/N 7BC04763	16.2	0516
125	J-Deere 410B Backhoe S/N 720902 R&T Extend	8.1	0517
126	JCB 1550B Backhoe S/N 3465567	8.1	0587
127	JCB 1550B Backhoe S/N 352815	8.1	0660
128	JCB 1550B Backhoe S/N 353070	11.3	0696
129	Cat 426 Backhoe S/N 78C04491 Extend	16.2	0733
130	JCB 1550B Backhoe S/N 345456	8.1	0610
131	JCB 1550B Backhoe S/N 352974 Extend	8.1	0636
132	JCB 1550B Backhoe S/N 339978	8.1	0755
133	JCB 1550B Backhoe S/N 342802-7 Extend	8.1	0775
134	JCB 1550B Backhoe S/N 354769	8.1	0793

135	J-Deere 410C Backhoe S/N 726711 Rock & Tie	8.1	0526
136	Giesmar Rail Saw S/N 9354	.4	0161
137	Simplex Hydrlic Puller Expander S/N 752 HZG R	.8	0487
138	JCB 1550B Backhoe S/N 325542 Extend	8.1	0500
139	JCB 1550B Backhoe S/N 721657 Rock & Tie	8.1	0510
140	J-Deere 410B Backhoe S/N 332535	10.0	0677
141	JCB 1550B Backhoe S/N 347569	8.1	0522
142	JCB 1550B Backhoe S/N 346181	8.1	0552
143	Cat 42611 Backhoe-ST S/N 07BC05271	34.0	0669
144	Cat 42611 Backhoe-ST S/N 07BC05266	34.0	0684
145	J-Deere 410B Backhoe S/N 723483 R&T Extend	16.2	0722
146	Cat 426 Backhoe S/N 7BC04499	8.1	0531
147	Case 580C Backhoe S/N 9007246 OTM	16.2	0565
148	Komatsu PC150LC-5 EX 6270	8.1	0633
149	Cat 426 Backhoe S/N 7BC04442	8.1	0833
150	Cat 426 Backhoe-ST S/N 07BC04948	32.4	1051
151	Komatsu PC150LC-5 EX 6270	16.2	0671
152	Cat 42611 Backhoe-ST S/N 07BC04441 Extend	34.0	0631
153	Cat 426 Backhoe S/N 7BC04441 Extend	16.2	0805
154	Cat 446 Backhoe S/N G7BC04899	34.0	0658
155	Komatsu PC150LC-5 EX 6614	16.2	0509
156	Cat 425 Backhoe S/N 7BC04446	16.2	0638
157	Cat 42611 Backhoe-ST S/N 07BC05269	34.0	0646
158	Cat 426 Backhoe S/N 7BC04760	24.3	0557
159	Cat 42611 Backhoe-St S/N 07BC04936	40.1	0635
160	Cat 426 Backhoe S/N 7BC04415	16.2	0653
161	Cat 426 Backhoe S/N 7BC04497	27.5	0710
162	Cat 42611 Backhoe-ST S/N 07BC04933	16.2	0737
163	Cat 426 Backhoe S/N 7BC04494	16.2	0616
164	Cat 426 Backhoe S/N 7BC04487 Extend	16.2	0535
165	Cat 426 Back E-Stick S/N 7BC04761	34.0	0619
166	Cat 426 Back E-Stick S/N 7BC04762	16.2	0626
167	Cat 426 Backhoe S/N 7BC04440	16.2	0637
168	Cat 42611 Backhoe-ST S/N 07BC04949	8.1	0672
169	Cat 426 Backhoe-ST S/N 07BC04950	16.2	0652
170	Cat 426 Backhoe-ST S/N 07BC04444	16.2	0177
171	Cat 42611 Backhoe-ST S/N 07BC04952	13.5	0540
172	Cat 426 Backhoe S/N 8985122 OTM HRZG RR	16.2	0541
173	Case 580C Backhoe S/N 8985122 OTM HRZG RR	16.2	0555
174	JCB 1550B Load/Back S/N 355420	34.0	0602
175	Cat 426 Backhoe S/N 7BC04755	34.0	0618
176	Cat 426 Back E-Stick S/N 346701 Extend	16.2	0629
177	Cat 426 Backhoe S/N 7BC04776	8.1	0640
178	JCB 1550B Backhoe S/N 7BC04448	16.2	0644
179	Trackmobile 10000 S/N 10374	22.5	0645
180	JCB 1550B Backhoe S/N 352854 Extend	8.1	0656
181	Cat 426 Backhoe S/N 352726 Extend	16.2	0676
182	Cat 426 Backhoe S/N 7BC04299	16.2	0695
183	Trackmobile TM-11 S/N 94242-80	8.1	0727
184	Cat 426 Backhoe S/N 7BC04447	8.1	0732
185	Cat 426 Backhoe S/N 7BC04488 Extend	8.1	0740
186	Case 580C Backhoe S/N 9008720 OTM	8.1	0791
187	JCB 1550B Backhoe S/N 9009554 OTM	8.1	0796
188	Case 580C Backhoe S/N 354740	8.1	0813
189	Case 580C Backhoe S/N 9005965 OTM	8.1	0814
190	Case 580C Backhoe S/N 9011026 OTM	8.1	0836
191	Case 580C Backhoe S/N 9005002 OTM HRZG RR	8.1	0918
192	Case 580C Backhoe S/N 9011506 OTM	8.1	0919
193	Komatsu PC150LC-5 S/N A70021	8.1	1050
194	30X10 Portable Scale	8.1	1103
195	Wood Tie Gantry PC-80 S/N 2315	72.0	1380
196	ADZE Life Applicator GEN Winch 60 Machines	4.0	0523
197	Bobcat 853 Loader S/N 509711101	52.7	0693
198	Pettbone Speed Swng S/N 1959 Model 442B	486.0	1074
199	JD 772B Motor Grader S/N 523994	.8	1077
200		13.5	0961
201		8.1	
202		80.0	
203			
204			
205			
206			

207	Cat 916 Wheel Loader S/N 2XB1418	32.5	1025
208	Melroe 743 Bobcat S/N 5019M38500	6.0	1079
209	Cat 920 Loader S/N 75J1554	16.2	1164
210	NCR 30X30 Chanl Conv S/N 49626	3.7	0107
211	NCR 30X30 Chanl Conv. S/N 49627	3.7	0108
212	NCR 30X110 Radl Stac S/N 49471	13.7	0109
213	86 Terex Rock Hauler S/N T3709	50.0	0201
214	86 Terex Rock Hauler S/N T3706	50.0	0218
215	86 Terex Rock Hauler S/N T3708	15.0	0219
216	Terex 3307 End Dump S/N 68598	37.5	0224
217	86 Terex Rock Hauler S/N HH31041	80.0	0230
218	88 Terex Rock Hauler S/N HH31042	80.0	0233
219	Peerless Surge Bin S/N 18280	15.0	0236
220	Terex 3307 Rock Trk S/N 70015 (40TN)	37.5	0264
221	J-Deere 410B Backhoe S/N 706815	15.0	0377
222	Peerless Conveyor S/N 14260-2	18.0	0545
223	78 Mack Water Truck S/N R79751698	15.0	0548
224	50 Ton Crushing Bin	12.5	0556
225	JCB Hyd Hammer Unit S/N 25626	2.5	0558
226	1979 Kolbrg Conveyor S/N 37081306079	6.2	0562
227	1979 Kolbrg Conveyor S/N 37071306079	6.2	0564
228	1978 Kolbrg Conveyuor S/N 301963012078	15.0	0576
229	Atlas Conveyor S/N 8660	13.5	0579
230	Drive Over Hopper with Conveyor	10.0	0582
231	Deister Shake Screen S/N 579283	50.0	0585
232	Kolman 5"X10" Screen 88-152	3.5	0590
233	AMIDA Light Plant S/N 870380150	2.5	0770
234	Dart Light Plant S/N 304	2.5	0777
235	Gorman Rupp 6" Pump S/N 670083	2.0	0982
236	4-Bin Cold Feed from Land	15.0	0996
237	Cooper E-80 RR Scale 525-2400	24.3	1002
238	Komatsu WA5001 Load S/N A20221	90.0	1008
239	Komatsu WA600 WH LDR S/N A10361	175.0	1010
240	Thurman Scale 65X10 S/N 44681 (Model 8100)	22.5	1037
241	Kom. WA500-1 WH LDR S/N A20839	150.0	1055
242	Peerless Belt Loader 42 X 70 s/N 480237	17.5	1057
243	Lister 8" Pump S/N 3600048CR4A002	7.0	1061
244	Komatsu PC650 Shovel S/N 10784	150.0	1062
245	Pump MQ 6X6 S/N 601D-2747	1.5	1063
246	Melroe 743 Bobcat S/N 5019M38080	6.0	1073
247	Pettbone Speed Swng S/N 2575	23.6	1083
248	Amida Light Plant S/N 85109438	3.5	1086
249	Komatsu PC400LC3 EX S/N A12579	85.0	1097
250	NPK H-12X Hyd. Hamm. S/N 33896	25.0	1116
251	87 I/R P250WD Compr. S/N 161172	6.5	1129
252	Water Pump 125HP	3.5	1132
253	Lincoln Welder W/Trl S/N A940471	2.5	1162
254	Landa Pressure Wash S/N P0891-7888	2.5	1193
255	Jaw Primary S/N 38483	90.0	1208
256	Ribble Feeder 10X14 Unknown	2.2	1209
257	El Jay Cone 54 Stand W/6X16 Sreen S/N 42F0379	80.0	1210
258	El Jay Cone 54 Fine With 5X16 Screen S/N 211	65.0	1211
259	Control Van Trailer S/N 24796	20.0	1212
260	36X60 OMCO Conveyor S/N S6796	9.0	1214
261	36X18 OMCO Conveyor Unknown	2.7	1215
262	36X50 OMCO Conveyor S/N S6797	7.5	1216
263	36X50 OMCO Conveyor S/N S6798	7.5	1217
264	30X24 Channel Convyur Unknown	3.0	1219
265	30X50 Ribble Conveyr Unknown	6.3	1220
266	36X60 Ret Conveyor S/N CP124	9.0	1221
267	36X50 Ret Conveyor S/N CP130	7.5	1222
268	OMCO Radial Stacker 36X104 S/N S7811	15.6	1223
269	BMC 36X90 Chanel FRM S/N 686-6	13.5	1228
270	BMC 42X12 Chnl Fram S/N 686-9	22.4	1229
271	BMC 48X76 Truss Fram S/N 786-1	15.2	1230
272	36X40 Conveyor Homemade	6.0	1237
273	Recycle Bins Brown Bros Shopmade	20.0	1240
274	BMC Hydra Stacker S/N 222	5.0	1246
275	BMC Channel Conveyor S/N 1186-3	6.5	1249
276	Syntrone Feeders (4) 807 808 853 854	15.0	1250
277	65' Lattice Conveyor S/N NEE4265SC	8.1	1251
278	95' Lattice Conveyor S/N NEE4295SC	11.9	1252
279	26' Channel Conveyor S/N NEE4226CF	3.2	1253

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280	Ramsey Belt Scale S/N 9377	7.5	1254
281	BMC Truss Conveyor S/N 872-5	18.0	1259
282	36X130 Truss Conveyr Browne Bros Made	19.5	1261
283	Browne Conveyor Shopmade	6.0	1262
284	42X60 Channel Convytr Homemade	12.0	1265
285	BMC Truss Conveyor S/N 882-02	10.0	1266
286	Butler Radial Stackr S/N 872-7	6.0	1267
287	85 Terex Rock TK3307 S/N B23913	65.0	0221
288	3307 Terex Rock TK S/N 71190	37.5	0223
289	Terex 3307 Rock Trk S/N 71893 (40 TN) 1982	37.5	0263
290	Cat 120 Motor Grader S/N 10R3028	15.0	0275
291	Pioneer 8X20 Screen 820-332DG170	42.5	0586
292	Read RD-150B Screen 497 CD3179D960069	85.0	0592
293	TY Rocket Screen S/N 50-1027	1.5	0598
294	Komatsu 220 Excvttr S/N 21143	30.0	0625
295	Ramsey Control Trlr 10X30	7.5	0818
296	Cummin 50KW Genatr S/N 44104261	5.0	0967
297	Pac. Rail Car Scale S/N 298-14441	19.0	1001
298	Komatsu WA5001 Lodr S/N A20288	70.0	1012
299	Komatsu WA600-1 Load S/N A10371	150.0	1026
300	Pioneer Stacker S/N 36PFSC185	15.0	1038
301	Komatsu WA5001 Lodr S/N 10416	65.0	1044
302	Komat P0650-1 Shovel S/N 10200	70.0	1064
303	Gorman Rupp 6" Pump S/N 826967	4.0	1071
304	Cornell Water Pump S/N 81670	7.2	1072
305	Landa PR WSHR S/N 1S9UP1229NE359107	3.5	1199
306	BMC 20" Chnel Convytr S/N 10863	2.5	1205
307	36X50 OMC0 Conveyor S/N 58795	7.5	1213
308	BMC 20" Chnel Convytr S/N 10864	2.5	1218
309	Miller Welder S/N JG040011 DT851333TRL	2.5	1227
310	BMC Truss Conveyor S/N 1186-2	5.0	1233
311	Pioneer Apron Feeder S/N AF42113	22.5	1235
312	Simpl. 8 X 20 Screen S/N 3820-M160A-2399	55.0	1244
313	20TN Surge Bin W/Con Homemade	10.0	1247
314	BMC 30X60 Conveyor S/N 407	7.5	1248
315	BMC 50' Truss Convytr S/N 10862	6.2	1255
316	BMC 50' Truss Convytr S/N 10861	6.2	1256
317	Conveyor 42" x 50" Homemade	10.0	1257
318	48X50 Channel Convytr S/N H6969	6.2	1269
319	Simplicity Rip Rap S/N 7420-OF160B-1476	17.5	1270
320	Discharge Conveyor N/A 48" X 35'6"	7.0	1271
321	Lattice Conveyor N/A 48" x 60"	12.0	1272
322	36"X50" Channel Conv. Homemade	7.5	1273
323	36"X20" Lattice Conv. Homemade	3.0	1274
324	36"X20" Conveyor Homemade	3.0	1277
325	S3000 Gyratory Crush S/N 8EA07485	112.5	1278
326	H4000 Hydro Crusher S/N 8EA07486	112.5	1279
327	Tamrock DHA600 Drill S/N 706582	90.0	1280
328	Simp. Rip Rap Plant S/N 7420-OF-160D-3945	37.5	1293
329	30X12 Chnel Convytr Unknown	.8	1201
330	Trammel Screen S/N 391821	2.0	1005
331	Unibridge 30X10 Scal S/N 87135	7.0	1090
332	Unibridge 30X10 Scal S/N 87136	7.0	1091
333	Komatsu 450 Loader S/N A20314	72.5	1021
334	86 Ford Concrete Trk S/N 1FDZU90L7GVA51420	25.0	8021
335	89 Intl Concrete Trk S/N 2HTTUGJT7KC018402	35.0	8022
336	85 Ford Concrete Trk S/N 1FDYU80UOVA32687	20.0	8023
337	85 Ford Concrete Trk S/N 1FDYU80UOFVA32690	20.0	8024
338	85 Ford Concrete Trk S/N 1FDYU80U4FVA32689	20.0	8025
339	87 Ford Concrete Trk S/N 1FDYU90LXHVA50131	32.5	8026
340	87 Ford Concrete Trk S/N 1FDYU90LXHVA46838	40.0	8027
341	87 Ford Concrete Trk S/N 1FDYU90L7HVA50135	32.5	8028
342	87 Ford Concrete Trk S/N 1FDYU90L9HVA50136	40.0	8029
343	87 Ford Concrete Trk S/N 1FDYU90L8HVA46840	35.0	8030
344	87 Ford Concrete Trk S/N 1FDYU90L5HVA50134	32.5	8031
345	87 Ford Concrete Trk S/N 1FDYU90L8HVA50127	32.5	8032
346	87 Ford Concrete Trk S/N 1FDYU90L1HVA46839	32.5	8033
347	87 Ford Concrete Trk S/N 1FDYU90L7HVA50121	32.5	8034
348	87 Ford Concrete Trk S/N 1FDYU90LAHVA50129	32.5	8035
349	87 Ford Concrete Trk S/N 1FDYU90L6HVA50126	32.5	8036
350	87 Ford Concrete Trk S/N 1FDYU90L0HVA50123	32.5	8037
351	89 LT8000 Conc Truck S/N 1FDZU82A9KVA51952	35.0	8062

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352	89 LT8000 Conc Truck S/N 1FDZU82AOKVA51953	40.0	8063
353	90 L9000 Conc Truck S/N 1FDZU90L3LVA19798	40.0	8064
354	90 L9000 Conc Truck S/N 1FDZU90L8LVA20638	40.0	8065
355	89 Heil Concr Trlr S/N 1HLS4M7B6K7T01333	22.5	8111
356	CON E CO Lopro Plant C3580	72.5	8202
357	CON E CO Main Plant	42.5	8203
358	CON E CO 300 Plant	3.5	8204
359	Paving Leveler S/N 22917	1.6	0143
360	CMI Conveyor 170 Model 3062	.8	0247
361	B-G DM75 Asphlt Plnt 75X116	283.5	0249
362	B-G DM75 Dryer CFM Washer S/N DM75X116	90.0	0816
363	Uni-Bridge Scale 86045 & 86046	12.1	1035
364	Hewitt-Robins SO Car S/N 1436	58.5	0102
365	Asphalt Storage Tank	93.2	0241
366	2-Bin Recycle Port 109 Model PF225	with 607	0245
367	Shaker Screen	with 607	0262
368	CDRAPDS Buzzer Screen S/N 32840	with 607	0294
369	Nordberg BJ Pwr Jack S/N A365739	1.6	0315
370	BSR8 Bolting Mach. S/N 20668	1.6	0465
371	Asphalt Storage Tank	15.0	0524
372	CMI UDM 1900 Asph PL S/N 125	550.0	0607
373	BSR8 Bolting Mach S/N 24396	1.6	0620
374	Portable Crusher S/N 190	.2	0634
375	Panel Rail Lifter Unknown	.4	0642
376	Recycle Entry Port	with 607	0700
377	CEI 4000 Heater S/N H-50081	1.5	0707
378	CEI Hot Oil Heater S/N H101093	27.5	0708
379	CEI 3000C Heater S/N H36579	7.5	0726
380	Diesel Power Wench S/N 22748	.8	0745
381	Goodall Start All Model 1117A S/N 40243	.5	0789
382	Wacker RD1100 Roller S/N 581401068	5.0	0797
383	Nordberg CZ Adzer S/N 3852	3.6	0804
384	Estee 100 Silo w/607 6712-756	with 607	0849
385	Estee Surge Silo 277-5926	with 607	0878
386	WINSL 50TN Scale S/N 42132	14.0	0913
387	Estee Surge Silo S/N 73-4069	with 607	0914
388	Broce Hid Broom 1986	4.5	0983
389	Geismar Rail Grinder S/N 12831 (Model MC-3)	8.1	1004
390	Kent KB 555 Breaker S/N 55437	1.4	1007
391	Etnyre Dist W/235 Model BTHL S/N J3004	27.5	1027
392	PTB Tie Borer S/N 6183	.8	1047
393	PTB Tie Borer S/N 5890	.8	1058
394	Multi Quip 3" Pump 301TA8061	.4	1066
395	Barrier Picker 87001 & 87002	.5	1105
396	Troxler 4640 Gauge S/N 176	1.3	1111
397	Troxler 3411B Gauge S/N 12506	1.3	1126
398	Troxler 3241B Gauge S/N 263	1.3	1127
399	Herzog Hyd Dolly 1501 Shopmade	.2	1134
400	Cummins 100KW Genrtr S/N 44218759	6.5	1143
401	BSR8 Bolting Mach S/N 22019	3.1	1150
402	AEAD Welder Unknown	1.0	1160
403	CRPDS BSF531 Paverr S/N 39298	15.0	1161
404	Troxler 3440 Gauge S/N 15073	1.3	1171
405	Troxler 4640 Gauge S/N 346	1.3	1172
406	Ultra Sonic Testor S/N 592	1.3	1175
407	Troxler 3440 Gauge S/N 15164	1.6	1183
408	1970 Strick Dolly S/N 3681	.5	1185
409	Troxler 3440 Gauge S/N 15184	1.3	1186
410	T/R 185 Compressor S/N 149560	3.5	1241
411	Barber-Green Convyr S/N PK60B548	7.5	1263
412	Wash Pad Filter Sys. ST CL S/N P0887-4446	15.0	1189
413	67 Ferg 25TN Rlr S/N 2511512	2.5	0210
414	Pettbone Speed Swng S/N 2008	13.0	0280
415	Etnyre Dist W/309 Model BTHL S/N J1651	25.0	0323
416	Road Dryer Homemade	.3	0426
417	Case 1370 Tractor S/N 8715052	1.5	0455
418	JCB 1550B Backhoe S/N 338792	14.0	0528
419	JCB 1550B Backhoe S/N 348442 Extend	17.5	0550
420	JCB 1550B Backhoe S/N 3212777 R & T	7.5	0591
421	JCB 1550B Backhoe S/N 345428	17.5	0608
422	Gorman Rupp 6" Pump S/N 647942	2.5	0643
423	Fairmont Rail Lifter S/N 232482	.8	0657

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424	JCB 1550B Backhoe S/N 354696	17.5	0698
425	Broce T15 Broom S/N 2742	6.5	0716
426	BSR8 Bolting Machine S/N 24314	2.1	0743
427	JCB 1550B Backhoe S/N 341720	15.0	0761
428	Fairmont Rail Lifter S/N 235728	.8	0824
429	Rosco Md15 Smallflat S/N 7159	.3	0856
430	Etnyre Bit Curb Paver S/N P-1367 Mdl CP125A	.5	0909
431	Kershaw Ballast Reg S/N 25-1451	20.0	0926
432	Canron Elec Tamper S/N 1087881	.3	0929
433	Melroe 743 Bobcat S/N 5019M27238	6.5	1022
434	Etnyre Distr. W/250 Model 8THL S/N J9369	20.0	1067
435	Etnyre Tank W/251 S/N J4706	10.0	1068
436	Solrtron Arrowboard S/N 22746H2965	.2	1145
437	Arrowboard S/N 22746H3345	.2	1148
438	Arrowboard S/N 22746H3355	.2	1149
439	T/R Light Plant S/N 891200573	1.0	1153
440	Universal Roll Crshr S/N 200X13	1.0	1190
441	Jumbo Drill 1	1.0	7088
442	74 Home Dolly S/N NA10558	.4	0466
443	JCB 1550B Backhoe S/N 321699-7	8.1	0600
444	Clarco Windrow Elev S/N 1125	5.3	1065
445	Clarco Windrow Elev S/N 88-178	11.2	1197
446	7 Yd Port. Surge Bin Unknown	3.0	0167
447	Lincoln Welder S/N 1020609	3.0	0905
448	FMC Linkbelt Crane S/N 47H11398	37.5	0910
449	Melroe 743-B Bobcat S/N 509320262	12.5	1075
450	Kolberg 16" Rot Screen S/N 16-16-5-RS-71	5.0	1204
451	Rome Disk Cat Grader Homemade	2.5	1238
452	86 Etnyre Tank Trlr S/N T1609	14.0	0145
453	80 Hyster C530 Rlr S/N A91C30392	7.5	0174
454	Buckeye Sealing Machine S/N 0302-022	3.5	0198
455	Blaw Knox Widener S/N 1950305	50.0	0270
456	Model PK50 Conveyer S/N PK50X529	7.5	0328
457	BG 5A145 Paver S/N 5A145X191	15.0	0513
458	Bomag BW120AD Roller S/N 97806	6.5	0532
459	75 Hyster C530A Rlr S/N A91C-2385V	7.5	0606
460	Broce T10 Broom S/N 2459	5.0	0701
461	Broce T15 Broom S/N 2664	6.0	0702
462	Hmde Trench Spreader None	3.0	0731
463	78 Hyster C350B Rlr S/N 889C-3782X	7.5	0753
464	Stow 1 Ton Roller S/N 8503527	.7	0795
465	Bomag BW201AD Roller S/N 400189	10.0	0808
466	Bomag BW201AD Roller S/N 400139	20.0	0810
467	Cat 120 Motor Grdr S/N 89G1056	10.0	0844
468	Mitsu MGL100 Grader S/N 019	14.0	0902
469	74 Ingram 30TN Rlr S/N 442831Q33	3.0	0953
470	Butler Cement Tanker S/N 1015-A43 (Pig)	15.0	0988
471	Blawknex Trnch Roller S/N 105492	2.0	1018
472	Buff-Sprg Trnch Roller S/N TR3C26180-3	2.0	1078
473	Boiler W/Trailer R3642 Trlr S/N 26302	45.0	1101
474	Cummins 725KW Genert S/N 31132572 w/Trailer	35.0	1102
475	Barber-Green Screen Unknown	1.0	1128
476	Air Booster W/#9031 S/N 1L4A19220F1013662	8.5	1135
477	79 Etnyre Tank Trlr S/N K2924K9530	12.5	1139
478	Cat AP1200 Paver S/N 2JD00182	30.0	1188
479	H-Robins Imp. Crusher S/N 206728	121.5	1207
480	Univ. Apron Feeder S/N 408X493	5.0	1245
481	Ballast Consolidator S/N 147147	2.9	0730
482	T/R Vibr SP43 Roller S/N 4648	16.2	0829
483	Gradall 660C S/N 393193	32.4	0830
484	Kershaw Ballast Reg S/N 26-969	16.2	0363
485	Jackson 6500 Tamper S/N 135535	24.3	0674
486	GP7 Locomotive 5773 S/N 51J121 Her Serv 4022	24.3	1309
487	B-G 848A Asphalt Plant S/N 848AX171	8.1	0163
488	Portable Baghouse S/N CP-71-1-1008	48.6	0165
489	Atlas 750 Compressor S/N 825826	4.0	1060
490	Landa PR Wshr S/N 11YUS1116NT000883	2.5	1198
491	Cat 140G Motor Grader S/N 72V3666	37.5	0985
492	T/R 185 Compressor S/N 153773	3.0	1264
493	91 Ford Water Trk S/N 1FDXK84P9MVA16720	25.0	5023
494	Rexnord 8-70 Compact S/N HFR-199	27.5	5061
495	Terex TS-14B Scraper S/N B23419	55.0	5092
496	Komatsu D155A1 Dozer S/N 27824	40.0	5124

497	Komatsu D155A1 Dozer S/N 29690	42.5	5125
498	Lincoln Welder S/N 1013037	2.7	5165
499	Lincoln Welder S/N 1089347	2.7	5167
500	Cat 140G Motor Grader S/N 72V3577	32.5	0519
501	Sullair 250 Compress S/N 114-0029	3.0	1117
502	Rexnord 3-70 Compactor S/N HFR-195	32.5	5060
503	Terex Scraper TS-14B S/N 71777	55.0	5085
504	Komatsu D155A Dozer S/N 27458	37.5	5123
505	T/R 100CFM Compressor S/N 126493	1.8	5181
506	T/R 100CFM Compressor S/N 126643	1.8	5183
507	Rex 3-70 Compactor S/N HER-242	32.5	0876
508	Rex 3-70 Compactor S/N HFR-227	30.5	0883
509	Cat 140G Motor Grdr S/N 72V4706	45.0	1231
510	89 T/R 185 Air Compr S/N 175096	3.0	1275
511	91 Ford Water Truck S/N 1FDXK84P6MVA16917	55.0	5022
512	Terex TS-14B Scraper S/N B23430	55.0	5091
513	Terex TS-14B Scraper S/N B23431	55.0	5093
514	Komatsu D155A2 Dozer S/N 51603	150.0	5119
515	Komatsu D155A Dozer S/N 17446	27.5	5121
516	Komatsu D155A Dozer S/N 27467	35.5	5122
517	Terex 3307 End Dump S/N 70469	37.5	0209
518	Terex 3307 End Dump S/N 70470	37.5	0211
519	Terex 3307 End Dump S/N 70002	37.5	0212
520	Terex 3307 End Dump S/N 69125	37.5	0214
521	Cat 42611 Backhoe-EX S/N 078C04505 Dirt	27.5	0623
522	Cat 966C Loader S/N 76J11392	30.0	0690
523	Bomag Recycler S/N 85622	55.0	0809
524	Bomag BW201AD Roller S/N 410425	15.0	0811
525	Gradall XL5200 S/N 05210000	90.0	0831
526	Cat D6H Dozer S/N 8ZF00979	75.0	0861
527	Cat Pipelayer W/Roll S/N 62A086	25.0	0863
528	Cat 140G Motor Grader S/N 72V07820	55.0	0901
529	Komatsu WA450 Loader S/N A20300	70.0	1013
530	Komatsu WA600-1 Load S/N A10307	125.0	1016
531	Komatsu 220 Excavator S/N 20559	42.5	1059
532	14' Holcomb Scraper S/NM 720-3320	10.0	1104
533	Aust-West Jaw Crush S/N 315 (Model 42 X 48)	145.0	1281
534	Terex TS14 Scraper	27.5	5087
535	Komatsu D155A1 Dozer S/N 29437	45.0	5126
536	Komatsu D155A2 Dozer S/N 51600	150.0	5127
537	74 Peerless Pug Mill S/N 9949	12.5	0284
538	Cat 980C Loader S/N 63X5507	70.0	0490
539	JCB 1550B Backhoe S/N 343821	15.0	0508
540	65TN Surge Bin W/Con Unknown (13-232)	12.5	0561
541	6' X 20' Screen S/N TR173-87-1539	55.0	0584
542	DCS Screen Machine S/N DSS510-M-90397	100.0	0862
543	DNAN 30KW Generator S/N C830651651	4.5	1268
544	36" X 60" Rad Stack Unknown	9.0	1282
545	100"X30" Lattice Con Unknown (Ludlow Eng)	12.5	1284
546	100"X30" Lattice Con Unknown (Ludlow Eng)	12.5	1285
547	Cat 355 KW Generator 038S08604 DXD213803	25.0	1286
548	36"X120" RAD Stacker S/N 27937	20.0	1287
549	30"X125" RAD Stacker 6418-638-125-87ESF	22.5	1288
550	30"X125" RAD Stacker 6662-630-125-88ESF	22.5	1289
551	36"X100" Truss Conv. S/N 35342436-188-79	15.0	1290
552	36"X100" Truss Conv. S/N 35352436-108-79	15.0	1291
553	30"X30" STR Conveyor MLC 4553	3.7	1292
554	Komatsu D155A Dozer S/N 15407	22.6	5120
555	Bomag BW201AD Roller S/N 400154	15.0	0723
556	Cat D4H Dozer S/N 8P801278	30.0	0801
557	Melroe 743 Bobcat S/N 5019M38172	7.5	1076
558	Cat 965C Loader S/N 76J4510	20.0	0116
559	Tub Grinder NG-1264P S/N 526	135.0	0156
560	Wood Grinder PWG1463 S/N 1D9FX453XNN147045	225.0	0859
561	Komatsu 450-1 Loader S/N A20482	80.0	1015
562	Komatsu WA380 Loader S/N A45056	75.0	1031
563	Cat 963 Track Loader S/N 18201872	40.0	1070
564	Lincoln Welder S/N 1080906	2.5	5166
565	T/R 100cFM Compressor S/N 126495	2.0	5180
566	Trommel 723 Screen S/N 723-04137	110.0	5184
567	Porta 12000 Tank CG-001	10.0	1045
568	Buckeye Sealing Machine S/N 0302-021	2.9	0189

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569	Kolberg Pug-Mill S/N 134-1748-10-79	6.1	0286
570	Lime Silo-Port 850BL None	12.1	0654
571	Butler Cement Tanker S/N 1606-B43 (Pig)	24.3	0987
572	B-green Conveyor S/N PK50X629	5.0	1203
573	Skid Hopper W/Conv. S/N 2477	22.0	1236
574	Tampo Sheepft Roller S/N 2678	2.5	0277
575	Larson 6300 Sweeper S/N 630250	4.5	0788
576	John Deere Tractor S/N L02955T765641 (2955)	15.0	0890
577	Hyster Grid Roller None	1.0	0923
578	J-Deere 772BH Grader S/N 510811	70.0	0997
579	Kato 41.6KW Generator S/N 74773	4.0	1107
580	Sullair 185Q Comp. S/N 99632	3.0	1119
581	Rome Disk Deere Grader Homemade	2.5	1239
582	Rexnord 3-70 Compact HFR-200	25.0	5062
583	Terex TS14 Scraper S/N 13U0T56947	15.0	5084
584	Servis Rhino FL10M Mower S/N 10379	4.5	2126
585	Geismar Rail Saw S/N 9354	.4	0461
586	Israell Westwind I Jet Aircraft S/N 314 with Garrett TFE 731-3 Engines		
	S/Ns P77374 and P77379	1,300.0	1181
587	1993 John Deere 722BH Motor Grader S/N DW772BH541233	124.6	0998
588	Komatsu WA500-1 Loader S/N A20727	154.0	1023
589	Telsmith S 2 FC "H" Style Crusher S/N 202M9803 & 313M566	173.5	1296
590	Cedarapids Md1 CR-461 P Paver S/N 44007	206.0	0945
591	Cat 426B Loader S/N 05YJ00972	117.5	0771
592	1994 Ford Water Truck s/n 1FDXK74C4RVA14470	30.0	0549

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